

Sample MOU Between a Sponsoring Community Health Agency and a School

(Adapted from New Mexico)

Purpose

The agencies described as [Community Health Agency (CHA)] and the School (school) are entering into this MOU for the provision of physical health care services for the [location] School Based Health Center (SBHC) for the (date) school year.

Responsibilities of the Parties

Parties (Parties) understand that each should be able to fulfill its responsibilities under this Memorandum of Understanding (MOU) in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time any Parties are unable to perform their functions under this MOU consistent with such Parties statutory and regulatory mandates, the affected Parties shall immediately provide written notice to the others seeking a mutually agreed upon resolution.

[CHA] will provide:

1. Administration and oversight of all services related to the District SBHC in accordance with the *School-Based Health Center Standards*.
2. Direct physical health care services as described in *School-Based Health Center Standards*.
3. All licenses, waivers, certifications, and supervision for those services described in *School-Based Health Center Standards*.
4. Documentation of all required professional insurance.
5. Management of claim and encounter submission (provider) of all SBHC activity as described in contracts executed with (listing of health plans) Any reimbursements collected will be the property of the SBHC.

The (School) will provide:

1. Appropriate referrals of students to the SBHC.
2. Assistance to students in scheduling of appointments at the SBHC
3. All materials, supplies, equipment and other items necessary to the provision of said physical health care services.
4. Facilities adequate for the provision of said physical health care services.

Billing and Compensation

Statements will be issued by ____ at the end of each month for services provided during the prior month. Client will make payments for same within ____ days following receipt of the statement. If Client fails to pay during the above referenced time periods, Client will pay _____ per month on the unpaid balance of the statement from the date of receipt of the statement until paid. Statement shall be mailed to: [name and address here]

Confidentiality

Parties to this MOU agree to comply with the applicable sections of any appropriate statute or requirement to assure that:

1. All applications and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to

examination for any purpose not directly connected with the delivery or evaluation of such services.

2. No person will publish or disclose, use, or permit to be published, disclosed, or used, any confidential information pertaining to applicants, participants, or students overall.
3. Each of the Parties will agree to abide by the current confidentiality provisions of respective statutes and shall share information necessary for the administration of the program including accountability. To the extent allowable and in accordance with each of the Parties governing state and/or federal laws and regulations, Parties, therefore, agree to share client information necessary for provision of services and accountability.
4. Any information deemed confidential under state or federal law provided to or developed by any of the Parties in the performance of the duties described in this MOU shall be kept confidential and shall not be made available to any individual or organization without the approval of all Parties; however, the Parties shall make administrative, fiscal, program and participant records available as required by law for audit purposes to assist in the performance of state/federal responsibilities.
5. Parties shall notify remaining Parties promptly of any unauthorized possession, use, knowledge or attempt thereof, of any other Parties data files or other confidential information and shall promptly furnish to that parties full details of the unauthorized release of such confidential information and shall assist with the investigation or prevention of the further release of such information.
6. All services described in this MOU will be delivered in compliance with Health Insurance Portability and Accountability Act (HIPAA) and *School-Based Health Center Standards*.
7. Results from any tests preformed by _____ that need to be sent to any of the Parties for their records will be sent only when a HIPAA authorization is received from the patient or patient's responsible party.
8. The parties hereto agree that they will not disclose results of any records unless such disclosure is authorized pursuant to the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and 42 C.F.R., 2.1 et seq. and if necessary, will resist in judicial proceedings any effort to obtain access to the Medical Records, except as provided in the above-cited regulations. To the extent that the Medical Records contain results governed by the Human Immunodeficiency Virus Test Act, Hospital and Client make the following disclosure to each other and their employees:

"This information has been disclosed to you from records whose confidentiality is protected by State Law. State law prohibits you from making any further disclosure of such information without the specific written consent of the person to whom such information pertains or as otherwise permitted by State law. A person who makes an unauthorized disclosure of this information is guilty of a petty misdemeanor and shall be sentenced to imprisonment in the county jail for a definite term not to exceed six months or the payment of a fine of not more than five hundred dollars (\$500.00), or both".

Termination Provisions

Notification of termination shall be given to all Parties at least 30 days prior to the intended date of termination.

Extension

Parties to this MOU may extend the MOU for a specified time. Any notification of extension must be by mutual agreement and must be in writing. Notification of intention to extend the MOU must be given at least 30 days prior to the expiration of the MOU. Any extension of or amendment to this Memorandum will be pursuant to the terms stated herein.

Parties agree to review this MOU at least annually and provide written suggestions as to recommended changes, clarifications, deletions or additions. An addendum signed by the authorized representatives of the Parties shall be sufficient to modify the MOU.

Amendment

This Memorandum shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto.

Notice of Failure to Perform

If any of the Parties to this MOU, are dissatisfied with the performance of any of the obligations imposed on the other Parties under the terms of this Memorandum, the dissatisfied Parties shall give written notice to the non-performing Parties of the duties which the dissatisfied parties believes have not been performed. The non-performing Parties shall have 10 days in which to correct any failure to perform the duties so specified or to communicate with the dissatisfied Parties to resolve any disagreement between the Parties.

Scope of Agreement

This MOU incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this MOU. No prior agreement or understandings verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.

Assignment

Parties shall not assign or transfer any interest in this MOU or assign any claims for money due or to become due under this MOU without prior written approval from other Parties.

Funds Accountability and Accounting

The Parties hereto agree that each shall maintain appropriate records for strict accountability for all receipts and disbursements of funds transferred or expended pursuant to this MOU, pursuant to established federal and New Mexico cost accounting requirements.

Liability

Parties shall each be responsible for their respective liability. None of the Parties shall be responsible for the liability of the other Parties as a result of acts or omissions in connection with the performance of this MOU. _____ must maintain and present documentation of all required professional insurance.

_____ (school) affirms that it carries a liability insurance policy sufficient in amount and coverage, which will apply to any personal injury or loss that may occur on the SBHC's property.

Procurement Code

The Procurement Code, _____ imposes civil and criminal penalties for its violations. In addition, the _____ criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Scope of Contract

This MOU incorporates all the contracts, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, contracts and understandings have been merged into this written MOU. No prior contract or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.

Subcontracting

Parties may not subcontract any portion of this MOU without obtaining the prior written approval of the remaining Parties.

Duration of MOU

This MOU shall be in force from _____(date).

Notice

Any notice required to be given pursuant to the terms of this MOU shall be in writing and shall be hand-delivered or sent by certified mail to the addresses listed in [Exhibit A: List of Addresses] attached hereto. Either party to this MOU may change the address to which notice is to be submitted by notice delivered pursuant to this section.

Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this MOU effective as of the date first above written.

Dated: _____,

BY: _____
CHA representative

Dated: _____,

BY: _____
School representative